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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Abstract Notification dated 24th April 1937.

The attention of the public is invited to the detailed notification, dated 24th April 1937, regarding the sale of timber in the Sandal Koti, Bangalore, published in Part VI, page 656 of the *Mysore Gazette*, dated 6th May 1937.

H. S. RANGACHAR,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 11th May 1937.

Sealed tenders are invited for the collection, preparation and carting of dry Teak and Honne timber in Kakankote, Begur and Ainurmarigudi Ranges of the Mysore District.

2. The tenders should be addressed to the District Forest Officer, Mysore District, so as to reach him on or before 7th June 1937 at 12 noon. Any tender received after the abovementioned date and time will not be taken notice of.

3. Each tender should be accompanied by an earnest money deposit of Rs. 50 (Rupees fifty) in currency notes and should be registered, insured and superscribed "Tender for dry timber collection".

4. The right of accepting or rejecting any tender is vested in the Chief Conservator of Forests who is not bound to assign any reason for accepting or rejecting the highest or lowest tender. The rate to be offered should be per cubic foot. The successful tenderer or tenderers are required to enter into an agreement with the District Forest Officer within a week of the intimation given to him or them binding himself or themselves to observe the following conditions in default of which, the contract is liable to be cancelled and the earnest money forfeited to Government.

5. In fulfilment of the terms of the contract, he or they shall deposit in the Government Savings Bank a sum of rupees two hundred (Rs. 200) in the name of the District Forest Officer. The amount

is liable to be forfeited to Government for the breach of any or all the conditions of the agreement and the contract cancelled.

6. The earnest money of the successful tenderer or tenderers will be retained towards a portion of the security for the fulfilment of the terms of the contract after the bond is executed and of others will be returned to the parties concerned.

Conditions.

(*a*) All logs should be sound and well-dressed, and as regards Honne, only logs above 4½ feet in girth should be collected.

(*b*) The contract is for the period from the date of sanction to the end of May 1938.

(*c*) The quantities to be collected and carted from each Range will be as shown below :—

No.	Range	Forest	Quantity to be prepared and carted	Depot to which to be carted
			C.ft.	
1	Begur ...	Begur ..	5,000	Begur Depot.
2	Kakankote ..	Kakankote ..	4,000	Mysore Wood Yard.
3	Ainurmarigudi ..	Ainurmarigudi ..	5,000	Mysore Wood Yard.

If the collection work of the contractor is slack and if in the opinion of the District Forest Officer, the contractor is not likely to discharge his obligations, the District Forest Officer will at once cancel the contract, forfeit the security and make other arrangements for the carting of timber. The collection should be completed by the end of March 1938.

(*d*) No timber should be removed from the forest without obtaining a pass-port from the Forest Range Officer or such other forest subordinate duly authorised by him.

(*e*) All timber for which pass-ports have been obtained should be delivered in the depot, at the latest within one month of the issue of such passes. Any timber not reaching the depot within the above period will be treated as lost; and the value thereof will be recovered at the depot rates from the contractor from the amount of the next bill due to him.

(*f*) The contractor during the currency of his contract shall not take up any other similar contract.

(*g*) The contractor shall abide by the rules of the Department as regards kindling of fires and hold himself responsible for any offence committed by him or his agent, employees or cartmen.

(*h*) The security furnished will be returned to the contractor three months after the expiry of the contract period if the whole or any portion of it is not forfeited to Government by the violation of any of the terms of the contract after satisfying that no timber is outstanding against the contractor.

(*i*) Other conditions, if necessary, will be imposed in the bond to be executed.

N.B.—The quantity is only approximate.

Payments will be made by the District Forest Officer on production of Depot Receipts issued by the Officers concerned.

Notification dated the 14th May 1937.

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that ply between British and Mysore Territories at the following places at the rates specified in the Schedule "A" from 1st July 1937, or the date of confirmation whichever is later to 30th June 1938, will be sold by public auction on the 7th June 1937 at 2 P.M. in the District Forest Office, Mysore, by the District Forest Officer, Mysore, or other officer

deputed by him, subject to confirmation by the District Forest Officer, Mysore, or the Chief Conservator of Forests in Mysore, as the case may be, and subject to the following conditions :—

Place of collection	Name of toll-gate	Forest Range and Taluk
1. Hassanoor Ghat ..	Near Karepalya or Karepalya Toll-Gate.	Chamarajanagar Range, Chamarajanagar Taluk.
2. Mulehole	Near Mulehole	Gundlupet Range, Gundlupet Taluk.
3. Bandipur	Near Kekkanahalla ..	Gundlupet Range, Gundlupet Taluk.
4. Anechowkur	Near Anechowkur Toll-Gate. ..	Hunsur Range, Periapatna Sub-Taluk.
5. Veeranhosahalli ..	Near Veeranhosahalli Forest Lodge.	Hunsur Range, Hunsur Taluk.
6. Koppa	Near Koppa Toll-Gate ..	Hunsur Range, Periapatna Sub-Taluk.
7. Muthur	Near Muthur Toll-Gate ..	Hunsur Range, Periapatna Sub-Taluk.

(2) Change of place of collection will be decided by the District Forest Officer after necessary enquiry if it is found necessary at the time of sale. One or two or more toll-gates will be put together or separately at the discretion of the sale conducting officer.

1. Each bidder should deposit a sum of Rs. 50 (Rupees fifty) as earnest money with the sale conducting officer before he is permitted to bid, which in the case of unsuccessful bidders will be returned to them after the close of the sale.

2. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease to the nearest hundred rupees, as earnest money or they should produce a known local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. In the former case, the remaining amount of the lease must be paid in two equal quarterly instalments before the expiry of half the period covered by the lease.

3. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale less the initial deposit amount together with the local; education and railway cesses at Re. 0-1-0, Re. 0-0-6 and Re. 0-0-3 per rupee respectively on the full sale amount, and the balance three-fourths amount in three equal instalments on the following dates :—(*i*) 30th September 1937, (*ii*) 31st December 1937, (*iii*) 31st March 1938 failing which the right will be resold forthwith at his risk forfeiting the amount already deposited. The original bidder, will not be entitled for any surplus amount in the resale but is liable to pay any loss w ich will be recovered as an arrear of land revenue.

4. Within 30 days from the date of sale or seven days from the date of intimation of the confirmation of the sale, whichever is later, the contractor should furnish a security deposit of Rs. 50 for each unit and execute a *mutchalika* on a stamped paper of proper value procured at his own cost, failing which the right will be resold at his risk forfeiting all the amounts paid so far by him. He is not entitled to any profit that may accrue in the resale but if there is any deficit, it will be recovered as a revenue demand.

5. The sale conducting officer reserves himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

6. The right holder should make his own arrangements to get the tickets with the face value of one anna, six pies and three pies printed in books of 100 pages each at his own cost in the form noted in Schedule "B" and get them stamped with the seal of the District Forest Office and stock sufficient supply at the place of collection. He should also return all the used up books with his accounts every month to the District Forest Office. He should make his own arrangements for any temporary sheds that may be required for the use of his men or for collection purposes.

7. The right holder shall by himself or his Agent not levy under any circumstances rates other than those referred to in the Schedule "A". Any irregularity or complaint coming to notice in this connection shall render him liable to criminal prosecution besides forfeiting his contract forthwith.

8. It will be the bounden duty of all owners of cattle that ply between the British and Mysore Territories to pay the fees at the prescribed rates and obtain tickets which will be affixed on the horns of cattle if there are any, before allowing them to pass through, failing which, they will be liable to criminal prosecution under the Forest Regulation or any other law in force.

(*a*) That no daily grazing fee shall be levied on carts going to forests for collection and removing forest produce on licenses or on carts employed departmentally for transport of forest produce or cattle resorting to forests for grazing under cover of prepaid licenses.

(*b*) That all Government animals will be allowed free.

(*c*) Excludes the right of collection of daily grazing fees on animals dragging carts laden with timber to be carted to Hunsur Coorg timber depot if they are covered by a pass-port issued by the Forest Officer of that Department.

(*d*) Excludes the right of collection of daily grazing fees on roads leading to Periapatna and Hunsur at Anechowkur, Muthur and Koppa units for horses.

Other conditions to be entered in the Agreement.

1. The contractor shall not dispose of or sublet such right or any part thereof without the written permission of the District Forest Officer, Mysore, for the time being (hereinafter called the District Forest Officer) which permission may be refused by the latter without assigning any reason for so doing.

2. In case of any question arising with regard to or any objection being taken by any person to the contractor's rights to collect the daily grazing fees in any of the places, the District Forest Officer, may if whenever such question arises; serve the contractor with a written notice prohibiting his collection and on the service of any such notice, the orders and directions therein contained shall, until the same are carried by the District Forest Officer, be taken as part of the conditions of this contract, anything herein contained to the contrary notwithstanding and shall be observed and performed by the contractor.

3. The contractor shall have no claim for compensation for any loss he may incur by carrying out the provisions of any such notice.

4. The collection shall be effected only under such system and form of printed permit as may be approved of or ordered from time to time by the District Forest Officer, and any violation shall render this contract liable to be cancelled by the District Forest Officer or the Chief Conservator of Forests.

5. No person shall be considered as duly accredited as agent of the contractor for the purpose of this contract, unless he is approved of by the District Forest Officer and is provided by the contractor with a power of attorney and until a copy of such power of attorney is deposited with the District Forest Officer or such other Forest Officer as may be authorised by him in his behalf. The name, residence and a specimen of the signature of the agent who is authorised by the contractor for the collection shall be communicated to the District Forest Officer.

6. The contractor shall be responsible for the acts of himself, his agents and all persons authorised by either of them to collect.

7. The contractor shall not engage or employ any coolies or cartmen employed by the Department for extracting forest produce by Departmental Agency if any work under this contract without permission from the Range Forest Officer.

8. If any fire occurs in the Forest Area to which this contract applies, the contractor, his agents and all persons authorised by him to collect, shall render every assistance and use their best endeavours to extinguish the fire and every such person shall, in all cases, give immediate notice of the occurrence of the fire to the nearest Forest, Revenue or Police Officer.

9. The contractor shall keep correct accounts of the collections in the form prescribed from time to time by the District Forest Officer and shall submit to the District Forest Officer every month, a copy of such account. The contractor shall permit the inspection, at all reasonable times, of his account by the Chief Conservator of Forests, District Forest Officer or any other Officer deputed by them.

10. Interest at nine per cent per annum shall be paid by the contractor on all payments paid after the due date with permission.

11. Any money due by the contractor under the terms of this contract shall, under Section 79 of the Mysore Forest Regulation (No. XI of 1900) or any other law for the time being in force, be recoverable as if it were an arrear of land revenue.

12. The sum of Rs. 50 deposited by the contractor, *vide* security deposits account No..... at the.....together with the interest accruing thereon is a security deposited for the due fulfilment of all and every one of the conditions of this contract for breach of any of which by the contractor, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after expiry of the contract and in the event of any such forfeiture pending the continuance of the contract, the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract, until such deposit has been brought up to the full amount originally deposited.

13. The security deposit or the balance thereof after any deductions have been made under any of the above conditions shall be returnable to the contractor two months after the expiry of the contract on production by the contractor of an order in writing by the District Forest Officer, releasing the contractor from all liability under this contract.

14. The contractor shall at all times comply with the provisions of the Mysore Forest Regulation (XI of 1900) and any statutory modification thereof and all rules, from time to time, in force thereunder, and the provisions of this contract shall be taken in all respects as subject to such regulation and rules or other law for the time being in force.

15. In the event of any breach by the contractor or his agents of any of the above conditions, the District Forest Officer or the Chief Conservator of Forests shall have the right besides enforcing forfeiture of security deposit to cancel this contract by written notice and in such case, at the option of the District Forest Officer or the Chief Conservator of Forests, the right may be resold or be worked departmentally and the contractor shall be responsible for and shall make good to Government any loss which the Government may incur on such resale or departmental working, as the case may be, but shall have no claim to any surplus which the Government may realise thereby.

16. In case of any dispute arising between the District Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Chief Conservator of Forests, whose decision thereon shall be final.

SCHEDULE "A."

Rates at which the daily grazing fees have to be levied.

	Rs.	a.	p.	
Cows and Oxen	0.	0	6	(six pies) per head.
Buffaloes and asses horses ..	0	1	0	(one anna) per head.
Sheep and Goats	0	0	3	(three pies) per head.

SCHEDULE "B."

Form of the Ticket Books.

(1) *Counterfoil.*		*Original.*	
Book No. 1937-38	Page No.	Book No. 1937-38	Page No.
Buffalo, Ass or Horse ..	One anna	Buffalo, Ass or Horse ..	One anna.
Date.....		Date.....	
Place of collection.....	Contractor.	Place of collection.....	Contractor.

(2) *Counterfoil.*		*Original.*	
Book No. 1937-38	Page No.	Book No. 1937-38	Page No.
Cows and Oxen ..	Six pies	Cows and Oxen ..	Six pies
Date.....		Date.....	
Place of collection.....	Contractor.	Place of collection.....	Contractor.

(3) *Counterfoil.*		*Original.*	
Book No. 1937-38	Page No.	Book No. 1937-38	Page No.
Sheep or Goats ..	Three pies	Sheep or Goats ..	Three pies
Date.....		Date.....	
Place of collection.....	Contractor.	Place of collection.....	Contractor.

Notification dated 15th May 1937.

It is notified for general information that the right of collecting tolls and daily grazing fees at the toll-gate at Sunkadakatte of the Heggaddevankote Range on the Antharasanthe-Kymara Road, from 1st July 1937 or from the date of confirmation whichever is later to 30th June 1938, will be sold by public auction at the District Forest Office, Mysore, on 7th June 1937 at 2 P.M., by the District Forest Officer or any other officer authorised by the District Forest Officer, Mysore District. The sale will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

2. Defaulters on account of previous contracts will not be permitted to bid. Intending purchasers should pay a sum of Rs. 50 as earnest money as otherwise they will not be permitted to bid.

3. The contractor who purchases the right must collect tolls at the rates mentioned in Schedule A, both for in-coming and out-going traffic and at no higher rates.

4. The District Forest Officer or the Chief Conservator of Forests reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

5. The sale amount is payable in twelve equal monthly instalments due on or before the 10th of each month. The contractor shall pay as soon as the sale is over, a deposit equal to two months' instalments less deposit paid for the due fulfilment of the contract. The amount in deposit will,

if the conditions of the contract are complied with, be credited towards the instalments due fo the last two months of the contract period.

6. If the deposit is not made immediately after the close of the sale, the contract will b resold at the risk of the approved bidder. If delay is made in the payment of the instalments interest at nine per cent per annum will be levied till the date of payment, and the unexpired por tion of the contract will also be liable to be resold at the discretion of the District Forest Officer o the Chief Conservator of Forests, and the deficit if any, in the resale will be recovered from th contractor, who shall not be entitled to any profits, resulting therefrom.

7. In addition to the sale amount, the contractor is bound to pay local cess at one anna pe rupee, education cess at six pies per rupee and railway cess at three pies in the rupee on th contract amount in a lumpsum after the confirmation of the sale.

8. The contractor is also bound to keep an account showing the daily collection and it shal be open to inspection by the Forest and Revenue authorities.

9. He shall also be bound to keep true accounts of traffic passing through the gates as specified in para 7, for which purpose, he shall bind himself to maintain at his own cost, a resident mutsaddi at the toll-gate.

10. The contractor will have the use of the existing toll-houses and gates and he will be required to keep them in good order. If any toll-gate or house is required, it will be put up at Government expense, if found necessary.

11. The contractor should conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876.

12. Carts laden with bones or other substances for use as manure should be treated as carts unladen and tolled on accordingly.

13. Carriages, carts and animals possessed by a person compounding for a sum to be paid under para 64 of the Local Boards Rules of the 9th September 1903, are exempted from the payment of tolls (*vide* Government Order No. 1360-8—L. B. 593-06-2, dated 10th August 1907).

14. Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowances are exempted from the payment of tolls (*vide* Government Notification No. J. 1683—Legis. 10-07-4, dated 30th November 1907).

15. No toll shall be paid for the passage of troops or military stores or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established, where proof is required by the production of a pass or certificate from an officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered at the last toll-gate passed before the cart, a carriage or animal conveying such property reaches the destination noted in such pass or certificate (*vide* Government Proceedings No. 8776-816—L. B. 78-08-16, dated 21st May 1912). Under Government Notification No. R. 9243-59—L. R. 579-14-4, dated 24th April 1915, the Hon'ble the Resident in Mysore, is exempted from payment of tolls. No toll shall be levied for the passage of carriages, carts, animals, etc., belonging to His Highness the Maharaja or His Highness the Yuvaraja.

16. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours, *i.e.*, from sunrise to sunrise.

17. No toll shall be levied for the passage of carriages, carts or animals (*a*) belonging to Local Boards, (*b*) conveying District Fund servants on duty or property in the custody of such servants, (*c*) licensed by the District Board during the period for which they have been licensed, and (*d*) engaged by the Postal Department to convey mails (*vide* Section 65 of Local Boards Regulations).

The contractor is not entitled to collect daily grazing fees on cattle resorting to forests for grazing under cover of licenses issued by License Vendors and on Government cattle and on cattle, etc., dragging carts conveying forest produce under cover of licenses obtained by Licensed Vendors or pass-ports and exemption certificates issued by the Forest Officer.

18. A table of authorised tolls shall be legibly written in English and Kanarese and shall be put up in a conspicuous place near the toll-gate.

19. The contractor shall execute a stamped mutchalika for the due fulfilment of the contract, subject to the conditions specified above.

20. Any breach of the above rules on the part of the contractor or his servants will render the contract liable to cancellation and deficit in the resale will be recovered from him.

SCHEDULE A.

Traffic	*Rates* Rs. a. p.
On every motor car	1 0 0
Four-wheeled carriage with passengers	0 12 0
Do without passengers	0 6 0
Two-wheeled carriage with passengers	0 8 0
Do without passengers	0 4 0

Traffic	*Sales* Rs. a. p.
Carts, laden	0 4 0
Do unladen	0 2 0
Elephants	1 0 0
Camels, laden	0 4 0
Do unladen	0 2 0
Horses with rider	0 1 0
Do without rider	0 0 9
Ponies with rider	0 1 6
Do without rider	0 0 9
Bullocks, laden	0 1 0
Do unladen	0 0 6
Asses, laden	0 0 6
Do unladen	0 0 3
Palanquins with two bearers	0 2 0
Do with more than two bearers	0 4 0
Sheep, goat or pig	0 0 1

A toll of one rupee on carts laden with fuel, timber and bamboos and coming from outside the State, may be levied (*Vide* G. O. No. G. 616-7—Ft. 24-34-2, dated 23rd July 1934.)

Rates for the Collection of daily grazing fees.

	Rs. a. p.	
Cows and oxen	0 0 6	per head
Buffaloes and Horses	0 1 0	,,
Sheep and Goats	0 0 3	,,

Notification dated 15th May 1937.

It is hereby notified for general information that the right of harvesting the grass crop in the undermentioned Plantations and State Forests of the district, up to the end of June 1938, will be sold by public auction at 2 P.M., on the dates and at the places specified against plantations or forests, by the concerned Sub-Division and Range Forest Officers, subject to the confirmation of the District Forest Officer, Mysore, or the Chief Conservator of Forests in Mysore :—

Name of the Taluk	Name of the plantation or forest	Area in acres	Distance from Taluk Headquarters or Railway Station	Date of sale	Place of sale	Designation of the officer conducting the sale
Hunsur ..	Kotagekaval ..	150	8 miles from Yadatore	16-6-1937	Kotagekaval	Range Officer, Hunsur.
	Naihalla ..	220	12 do ..	18-6-1937	Naihalla ..	
	Panchavalli ..	312	16 miles from Hunsur	22-6-1937	Panchavalli ..	
Yedatore (K. R. Nagar.)	Matadakaval ..	1,715	10 miles from Yedatore	24-6-1937	Matadakaval	
T.-Narsipur ..	Talakad ..	291	30 miles from Mysore	18-6-1937	Talakad ..	Range Officer, Chamarajnagar.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay up the balance together with the local cess at one anna per rupee, education cess at six pies per rupee and railway cess at three pies per rupee, on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser, who shall not participate, however, in any gain but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms

and conditions of the sale. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease, and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations and the forests will be allowed to be only cut and removed between sunrise and sunset up to the end of the period stipulated, *viz.*, end of June 1938. No grazing or storage of grass will be allowed in them.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected, confiscated and penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 5th May 1937.

The attention of the public is invited to the detailed Tender Notification, dated 5th May 1937, calling for tenders for the weighment of sandalwood in the Koties of this Division in connection with the annual stock taking for 1936-37, published on pages 705-706, Part VI of the *Mysore Gazette*, dated 13th May 1937.

The latest date for receiving tender is 31st May 1937.

Abstract Notification dated the 6th May 1937.

The attention of the public is invited to the detailed Notification of date relating to the auction sale of Bamboos in this Division for the years 1937 and 1938, to be held at the District Forest Office, Shimoga, at 2 P.M. on the 31st May 1937, published on pages 706-708, Part VI of the *Mysore Gazette*, dated 13th May 1937.

Abstract Notification dated the 6th May 1937.

The attention of the public is invited to the Notification of date relating to the sale of old Stock of timber of Hanagere Range at the Forest Sub-Division Office, Ayanur, on 28th May 1937, at 2 P.M. published on pages 708-710, Part VI of the *Mysore Gazette*, dated 13th May 1937.

P. KRISHNASWAMI RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 27th April 1937.

The attention of the public is invited to the detailed Notification of date relating to the Auction sales of timber in the undermentioned Depots on the dates noted against each, published on pages 657-658, Part VI of the *Mysore Gazette*, dated 6th May 1937.

Sagar Depot	..	21st May 1937.
Shikarpur Depot	..	22nd May 1937.
Shiralkoppa Depot	..	24th May 1937.

D. A. RAMA RAO,
District Forest Officer.

BHADRAVATI DIVISION.

SALE OF BAMBOOS.

Notification dated 13th May 1937.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Bhadravati Division for the Calender years 1937 and 1938 will be sold by public auction by the District Forest Officer or any other Officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of Range	Name of Forest	Minimum quantity		Place of sale	Date of sale	Remarks
		Big bamboos	Small bamboos			
Umblebyle ..	Umblebyle ..	..	40,000	District Forest Office, Shimoga.	31st May 1937.	Except Garate, all other Bamboos are included.
	Chornedehalli ..	20,000	60,000			
	Kakanhosodi ..	..	90,000			
N. R. Pura ..	Aramballi ..	10,000	30,000			
	Malandurgudda ..	6,000	..			
Muthodi ..	Muthodi & Jagar ..	..	60,000			
Tadasa ..	Tadasa	10,000	30,000			
Lakkavalli ..	Lakkavalli ..	1,00,000	20,000			

1. The sale will commence at 2 P.M. precisely on each day, if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in cases of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi sale rules and deposit a sum of Rs. 50 (Rupees fifty) as earnest money with the Officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 50 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at six pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number, (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other Officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit as security a sum of Rs. 50 (Rupees fifty) or 25 per cent of the sale amount, whichever is less, for each block, as security towards the due fulfilment of the contract. He shall also pay on 1st January 1938 the remaining 50 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and conditions specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract. Interest at the rates in force will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself :—

Conditions.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to Law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1938.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with all cesses.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of Guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests, or the exploitation by the department for supply to Government Departments and the Mysore Paper Mills, Ltd.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

LEASE OF GRASS AND GRAZING.

Notification dated 16th May 1937.

It is hereby notified for general information that the right of grazing cattle, except goats in the undermentioned Plantations of the Kadur Forest Division, up to end of December 1937, will be sold by public auction on the dates and at the places specified against each Plantation, by the District Forest Officer or the Range Forest Officer, subject to the confirmation by the Conservator of Forests when the value exceeds Rs. 1,000.

Name of the Taluk and Forest Range	Name of the Plantation	Area in acres	Distance from Taluk Head-quarters	Place and date of sale
		A. G.		
Chikmagalur Taluk, Kadur Range.	1. Angajanahalli ..	12 0	Five miles from Chikmagalur.	Near the Plantation, 7th June 1937.
	2. Kadrimidri ..	10 0	Do ..	Do 8th June 1937.
	3. Mathawara ..	146 1	Do ..	Do 10th June 1937.
	4. Thuruvanahalli ..	26 10	Do ..	Do 4th June 1937.
	5. Kadur Depot compound.	..	....	Do 5th June 1937.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay the balance together with the local cess at one anna per rupee,

education cess at six pies per rupee and railway cess at six pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser, who shall not participate however, any gain but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin grazing will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting of pasturage without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit sum equivalent to 10 per cent of the purchase money or the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it or graze it.

5. The grass crop in the plantations will be allowed to be cut and removed or grazed only between sunrise and sunset up to the end of the period stipulated, *viz.*, end of December 1937. No storage of grass will be allowed in them. Cattle will be allowed to graze in the plantations only between sunrise and sunset.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling, that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

N.B.—The lessee will maintain the fencing, trench and other boundary marks in order.

7. Tree growth should not be injured or lopped.

8. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease will be liable to be cancelled, all the produce collected, confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

M. A. MUTHANNA,
District Forest Officer.

ENGINEERING DEPARTMENT.

BUREAU OF SANITARY ENGINEERING, BANGALORE.

Abstract Notification dated 10th May 1937.

The attention of the public is invited to the notification, dated 7th May 1937, calling for tenders for the work of "Providing Sanitary Fittings with drainage arrangements to the Inspection Lodge at Sivasamudram," published in pages 719-720, Part VI of the *Mysore Gazette*, dated 13th May 1937.

The last date for receiving tenders is fixed 1st June 1937.

SYED AHMED HUSSAIN,
For *Sanitary Engineer.*

BANGALORE DIVISION.

Abstract Notification.

The attention of the public is hereby invited to the detailed notification inviting tenders for restoring Madagondanahalli Shettikere, Reg. No. 260 of Dodballapur Taluk published on pages 659-660 of Part VI of the *Mysore Gazette*, dated 6th May 1937. The last date for receipt of tenders is 2 P.M. on 24th May 1937 and the earnest money to accompany the tender is Rs. 250.

Abstract Notification dated 1st May 1937.

The attention of the public is hereby invited to the detailed notification inviting tenders for Improving Primary Boys' School at Kengeri, Bangalore Taluk, published on pages 711-712 of Part VI of the *Mysore Gazette*, dated 13th May 1937.

The last date for the receipt of the tenders is 2 P.M. on 24th May 1937 and the earnest money to accompany the tender is Rs. 130.